



Fulton County, GA

# Department of Purchasing & Contract Compliance

August 30, 2016

**Re: 16RFP0892016K-JAJ Design Build Services for Library CIP Renovations-Group 1**

Dear Bidders:

Attached is one (1) copy of Addendum 2, hereby made a part of the above referenced **16RFP0892016K-JAJ Design/ Build Services for Library CIP Renovations-Group 1**

Except as provided herein, all terms and conditions in the **16RFP0892016K-JAJ Design/Build Services for Library CIP Renovations – Group 1** referenced above remain unchanged and in full force and effect.

Sincerely,

*James A. Jones*

James A. Jones  
Assistant Purchasing Agent

Winner 2000 - 2009 Achievement of Excellence in  
Procurement Award • National Purchasing Institute



**16RFP0892016-JAJ Design Build Services for Library CIP Renovations-Group 1**  
**Addendum No. 2**  
**Page Two**

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

**SECTION 1 INTRODUCTION**

**1.1 PROJECT DESCRIPTION**

Staging and move management for each library will be part of the Design/Build firms scope of work. It will be the Design/Builder's responsibility to develop a staging and phasing plan in conjunction with the overall project schedule to be approved by the Owner. The Design/Builder will also be required to move, store and reinstall the existing collections for each library in coordination with library staff. The Design/Builder will also remove existing furniture to County's surplus warehouse.

As part of the County's Capital Improvement Program - Phase II, the County will be issuing other RFP's for Design/Build services including Groups 2 and 3 Renovations and the Central Library Renovations. In order to assure that as many vendors as possible are able to participate in this work, award of any one of these RFP's to a vendor will preclude that vendor from award of any of the other RFP's.

**SECTION 2 INSTRUCTIONS TO PROPOSERS**

**2.2 CONTRACT DEFINITIONS**

**Owner Available Funds** – All references in this RFP to "Owner's Available Funds" shall mean the amount of **Twelve Million Six Hundred and Thirty-Five Thousand Five Hundred and Twenty-Four dollars and Zero Cents (\$ 12,635,524.00)** which is the maximum amount of money available to the Owner for development of the Project. The actual cost of the project shall not exceed the Owner's Available Funds.

**3.3 SCOPE of WORK**

**A. Part 1-DESIGN/BUILDER'S DESIGN RESPONSIBILITIES**

It shall be the Design/Builder's responsibility to produce a design in accordance with all applicable codes, rules, regulations and sound design practice that is functional, buildable and maintainable to the complete satisfaction of Fulton County, for a total cost (including Part 1

Design phase) within the allocated project budget of Twelve Million Six- Hundred and Thirty-Five Thousand Five Hundred Twenty-Four Dollars and Zero Cents (\$12,635,524.00) This Budget amount includes Owner Controlled Contingency (see Exhibit 2 “Cost Data Form” and Section 00700-111 of the General Conditions.

## **APPENDIX 1 – GENERAL CONDITIONS**

### **00700-92 SCOPE OF WORK**

#### **N. Submittals:**

The Design/Builder shall account for a 3-week submittal review and approval process which may include review by the Fulton County representatives

### **DESIGN/BUILD CONTRACT MANAGEMENT**

#### **Part 1. Administrative Requirements:**

##### **E. Design/Builder’s Schedule:**

1. All work on the Branch Libraries Renovations (Group 1) must be completed and closed out by December 31, 2017.
2. Some of the projects may require vacating the library under renovation. In these cases, the Design/Build firm will be required to provide Move Management and staging (as necessary) and storage services, including but not limited to, box, collection, artwork, and surplus moves.
3. The County requires the Design/Build firm to utilize the Contract Management and Scheduling software that will be purchased and managed by the County. The software will be web based. The Design/Build firm shall be responsible for all seats on Contract Management and Scheduling software that they require. The County will provide general training to one member of the Design/Build firm, any further training required by the Design/Build firm will be the responsibility of the Design/Build firm. It will be required that the Contract Management software contain all project correspondence, including but not limited to, transmittals, submittals, Request for Information (RFI’s), RFP’s, document control, change orders, letters, memorandums, meeting minutes, phone logs, emails, etc. The Scheduling software shall contain all schedules during the design, pre-construction, construction and closeout phases of the project.

#### **F. Submittals:**

2. Submittal Procedures:

- a. Design/Builder shall utilize the County's web-based system for each library renovation. Design/Builder shall populate the system with listings to include, but not be limited to, contact information for all project team members, submittal log, Application for Payment, schedule, RFI's, supplemental instructions, proposal requests, meeting minutes, consultant reports, testing, modifications, photos, drawings and specifications.

9. One-Hundred Percent (100%) Construction Documents (CD) Submittal See Scope of Work – Section I for documents to be included.

- a. Number of Copies:
  - i. One (1) sets of all drawings, bond copies, bound, full size; six (6) sets of all drawings, bond copies, bound, half size.
  - ii. Four (4) copies of printed materials and specifications, three hole punched and bound
  - iii. Two (2) sets of PDF's of drawings, full size and 11x17
  - iv. PDF file of printed materials and specifications

## **00700-98 INSURANCE**

Please refer to Section 7, Insurance and Risk Management Provisions of the RFP.

## **00700-103 AUDITING RIGHTS**

1. DESIGN/BUILDER shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Contract or the date the Project is completed, whichever is later or such longer period of time as may be required by law. DESIGN/BUILDER shall require all of its subcontractors to likewise retain all of their Project Records and supporting documentation. Owner, and duly authorized agents or representatives of Owner, shall be provided access to all such records and supporting documentation at any and all times during normal business hours upon request by Owner. Further, Owner, and any duly authorized agents or representatives of Owner, shall have the right to audit, inspect and copy all of DESIGN/BUILDER's and any subcontractor's project records and documentation as often as they deem necessary and DESIGN/BUILDER shall cooperate in any audit, inspection, or copying of the documents. These access, inspection, copying and auditing rights shall survive the termination of this Contract.

2. If at any time, Owner conducts such an audit of DESIGN/BUILDER's records and documentation and finds that DESIGN/BUILDER overcharged Owner, DESIGN/BUILDER shall pay to Owner the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at a rate of 12% annum). If the overcharged amount is equal to or greater than \$10,000.00, DESIGN/BUILDER shall pay to Owner the Overcharged Amount and the Audit Amount which is defined as the total aggregate of Owner's reasonable audit costs incurred as a result of its audit of DESIGN/BUILDER. Owner may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing DESIGN/BUILDER with regard to the Project or under any other agreement between DESIGN/BUILDER

and Owner. If such amounts owed DESIGN/BUILDER are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then DESIGN/BUILDER hereby acknowledges and agrees that it shall pay such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

3. This article (00700-103), including all access, inspection, copying, auditing, reimbursement and repayment rights shall survive the termination of this Contract.

## **COST PROPOSAL FORM**

In response to the Request for Proposal, the undersigned, hereby proposes to furnish all design and construction services, labor, technical and professional services, materials, supplies, equipment, Design-Builder Fees, Architectural and Engineering Fees, and General Conditions Fees for the satisfactory completion of the Project for a cost not to exceed **Twelve Million Six Hundred Thirty Five Thousand Five Hundred and Twenty Four Dollars and Zero Cents (\$12,635,524.00)**, which amount is hereinafter called the Owner's Available Funds.

Change Owner Controlled Contingency (E) to:  
\$1,690,350.00

Change GMP AWARD (A+B+C+D+E) to:  
\$12,635,524.00

**See attached revised cost proposal form.**

## ACKNOWLEDGEMENT OF ADDENDUM NO. 2

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time **Friday October 7, 2016 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 2, \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title